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15 TICKETMASTER L.L.C. and *Counter-Defendant*  
16 IAC/INTERACTIVECORP

17 UNITED STATES DISTRICT COURT  
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 TICKETMASTER L.L.C., a Virginia  
20 limited liability company,

21 Plaintiff,

22 vs.

23 RMG TECHNOLOGIES, INC., a  
24 Delaware corporation, and DOES 1  
25 through 10, inclusive,

26 Defendants.

27 RMG TECHNOLOGIES, INC., a  
28 Delaware corporation,

Counterclaim-Plaintiff,

vs.

TICKETMASTER L.L.C., a Virginia  
limited liability company,  
IAC/INTERACTIVE CORP., a  
Delaware corporation, and ROES 1  
through 10, inclusive,

Counterclaim-Defendants.

No. CV 07-2534 ABC (JCx)

Hon. Audrey B. Collins

**[PROPOSED] DEFAULT  
JUDGMENT AND PERMANENT  
INJUNCTION**

1 The Court having previously entered a default, having considered the  
2 Application by Ticketmaster L.L.C. ("Ticketmaster") and IAC/InterActiveCorp  
3 ("IAC") for Entry of Default Judgment and Permanent Injunction against RMG  
4 Technologies, Inc. ("RMG"), and being fully advised in the premises, a judgment  
5 and permanent injunction is entered as follows:

6 **I. JUDGMENT.**

7 1. Ticketmaster's application for a default judgment and permanent  
8 injunction is granted.

9 2. Default judgment is hereby entered against RMG and in favor of  
10 Ticketmaster on all claims in Ticketmaster's First Amended Complaint, and against  
11 RMG and in favor of Ticketmaster and IAC on all counterclaims in RMG's Second  
12 Amended Counterclaims.

13 3. RMG's Second Amended Counterclaims are dismissed with prejudice.

14 4. Judgment is hereby entered in favor of Ticketmaster in the amount of  
15 \$\_\_\_\_\_, pursuant to 17 U.S.C. Section 504 as disgorgement of the  
16 profits that RMG has wrongfully earned through infringement of Ticketmaster's  
17 copyrights, and based on Ticketmaster's claims for relief for inducement to breach  
18 contract and intentional interference with contractual relations.

19 **II. PERMANENT INJUNCTION.**

20 5. RMG and its officers, directors, principals, agents, representatives,  
21 shareholders, partners, employees, successors, assigns, licensees, contractual  
22 privies, and all others acting in active concert or participation with them or  
23 otherwise acting on RMG's behalf, are hereby PERMANENTLY ENJOINED  
24 from:

25 (a) creating, trafficking in, facilitating the use of or using computer  
26 programs or other automated devices to circumvent the technological copy  
27 protection systems in Ticketmaster's website, <http://www.ticketmaster.com>;

1 (b) using information gained from access of Ticketmaster's website to  
2 create computer programs to circumvent Ticketmaster's copy protection and  
3 website regulation systems;

4 (c) copying or facilitating the copying of Ticketmaster's website or  
5 any portion thereof in excess of any license Ticketmaster has granted by its  
6 website's Terms of Use;

7 (d) otherwise accessing and using Ticketmaster's website in excess of  
8 the license granted by the Terms of Use posted thereon; and

9 (e) breaching or facilitating the breach by others of the Terms of Use  
10 posted on Ticketmaster's website, as they may be amended from time to time;

11 **III. IMPOUNDMENT AND DESTRUCTION.**

12 6. RMG shall, on or before \_\_\_\_\_, 2008, deliver to  
13 Ticketmaster's counsel of record, Manatt, Phelps & Phillips, LLP, 11355 West  
14 Olympic Blvd., Los Angeles, California 90064, for impoundment and destruction,  
15 all electronic and other copies of all bots, programs, or other automated devices  
16 used by RMG and all persons acting for its benefit or on its behalf to violate  
17 Ticketmaster's rights;

18 7. RMG shall deliver along with all electronic and other copies of the  
19 aforementioned bots, programs, or other automated devices a written declaration,  
20 signed under penalty of perjury, certifying that all such bots, programs, or other  
21 automated devices in RMG's possession, custody or control have been delivered to  
22 Ticketmaster's counsel;

23 8. Within seven (7) calendar days after the date that this Injunction is  
24 entered as an order of the Court, RMG shall cause to have sent to each of its  
25 business partners, affiliates, parents, subsidiaries, officers, directors, employees,  
26 servants, representatives, agents, and attorneys a copy of the permanent injunction  
27 included in this judgment;

1 9. RMG's violation of the permanent injunction included in this  
2 judgment shall constitute contempt of court, and Ticketmaster shall recover all  
3 reasonable costs and attorneys' fees expended in bringing a contempt motion.

4 **IV. FEES, COSTS, AND RETENTION OF JURISDICTION.**

5 10. Ticketmaster is hereby awarded its reasonable attorneys' fees in the  
6 amount of \$\_\_\_\_\_, pursuant to 17 U.S.C. Sections 505 and 1203  
7 based on its claims for relief for copyright infringement and violation of the Digital  
8 Millennium Copyright Act; California Penal Code Section 502(e) based on its  
9 claim for relief for violation of the California Penal Code § 502; and 18 U.S.C.  
10 Section 1964 based on its claims for relief for violation of RICO, 18 U.S.C. §§  
11 1962(c) and 1962(d);

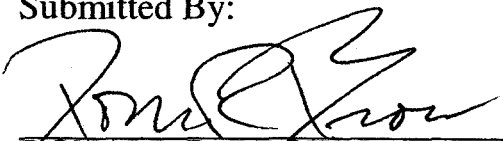
12 11. Ticketmaster is awarded its costs of suit in an amount to be determined  
13 by the Clerk of the Court;

14 12. The Court shall retain jurisdiction to enforce the permanent injunction  
15 included in this judgment, as well as to consider any post trial motions to increase  
16 damages or award attorney's fees.

17  
18 Dated: June \_\_\_\_, 2008

19 \_\_\_\_\_  
The Honorable Audrey B. Collins  
United States District Judge

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22 Submitted By:

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